



EXPEDITED SETTLEMENT OFFER

This Expedited Settlement Offer (“ESO”), is entered into by and between the Director of the Division of Water Quality (“Director”) and Dats Trucking, Inc. (“Owner/Operator”), jointly referred to herein as the “Parties,” pursuant to the Director’s authority under the Utah Water Quality Act, Utah Code §§ 19-5-111, 19-5-115, Utah Administrative Code (UAC) R317-1-8 and R317-8-3.9.

1. Owner/Operator is a “person” as that term is defined in Utah Code § 19-1-103(4).
2. Owner/Operator is conducting “industrial activity” at Dats Trucking, Inc. (“Facility”).
3. The Director issued the Multi-Sector General Permit (MSGP) for Storm Water Discharges Associated with Industrial Activities UTR000000 authorizing operators associated with industrial activity to discharge industrial storm water from the specified industrial site to waters of the State in accordance with the eligibility and Notice of Intent requirements, discharges point(s), effluent limitations, inspection and monitoring requirements, and other conditions set forth in this Permit and UAC R317-8-11. Operator submitted a Notice of Intent and obtained coverage for the Facility under UTR000000 and was assigned UPDES Permit No. UTR265721, making the Operator responsible for compliance with UTR000000. (UTR000000 and the Operator’s specific coverage are referred to collectively herein after as “the Permit”).
4. An ESO may be used in enforcement cases in lieu of the penalty process in when violations are readily identifiable, readily correctable, and do not cause significant harm to human health or the environment. *See* UAC R317-1-8.3 and -8.6.
5. The attached Expedited Settlement Offer Deficiencies Form (“ESODF”), incorporated herein by reference, includes findings which specify the conditions in violation of the Permit on March 28, 2022. The ESODF is in lieu of an initial order, notice of violation or notice of agency action to facilitate the purposes described hereinafter.
6. The Parties voluntarily enter into this ESO in order to: identify the actions necessary to correct the deficiencies observed at the Facility; determine the amount of the civil penalty appropriate for the violation(s) based on the deficiencies alleged; and to conclude this matter without the necessity of further administrative or judicial proceedings.
7. Owner/Operator agrees that a penalty in the amount of \$340.00 is appropriate based on the circumstances specified herein. This ESO is subject to a thirty (30) day notice and comment period as provided for in UAC R317-8-1.9. The Parties each reserve the right to withdraw from this ESO if comments received during the notice period result in a modification to the terms and conditions.
8. By accepting this ESO, Operator neither admits nor denies the findings, violations or deficiencies specified herein.

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9. Owner/Operator agrees to the terms, conditions and requirements of this ESO. By signing this ESO, Owner/Operator understands, acknowledges and agrees that it waives: (1) the opportunity for an administrative hearing pursuant to Utah Code § 19-1-301; (2) the right to contest the finding(s) in the ESODF and the penalty amount specified herein; and (3) the opportunity for judicial review.
10. Owner/Operator certifies that all deficiencies identified herein have been corrected and that the Facility is currently in full compliance with the terms and provisions of the Permit. Additionally, Owner/Operator has addressed the alleged violations identified in the ESODF by either: (1) developing and implementing a Storm Water Pollution Prevention Plan and submitting a Notice of Intent to be covered by the applicable industrial storm water permit; or (2) acting to meet eligibility requirements for a waiver from industrial storm water permit requirements as allowed by the permit and submitting the relevant forms (such as the No Exposure Certification form), to the permit authority.
11. The Parties mutually agree that this ESO is entered in good faith and is an appropriate means to resolve the matters specified herein.
12. This ESO will be final after the thirty (30) day notice and comment period on the date the Director signs the ESO, at which time the civil penalty takes effect.
13. Owner/Operator agrees that within thirty (30) calendar days of receiving the signed and final ESO and invoice information from the Division of Water Quality ("Division"), Owner/Operator shall submit payment in accordance with the instructions attached to the invoice, in the amount specified in paragraph 7 above.
14. The violations described herein will constitute part of Owner's/Operator's compliance history where such history is relevant, including any subsequent violations. Owner/Operator understands and agrees that this ESO is not and cannot be raised as a defense to any other action to enforce any federal, state or local law.
15. This ESO, when final, is binding upon Owner/Operator and any corporate subsidiaries or parents, their officers, directors, employees, successors in interest, and assigns. The undersigned warrants that it is authorized to legally bind their respective principals to this ESO.

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ACCEPTED BY OWNER/OPERATOR:

Name (print) Daniel Epson

Title (print) Manager

Signature [Handwritten Signature]

Date 4/14/23

DIVISION OF WATER QUALITY

Date \_\_\_\_\_

John K. Mackey, P.E.  
Director



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